IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGEMENT NO.1182 OF 2003
IN
SUMMARY SUIT NO.2841 OF 2003

GMAC-TCFC Finance Ltd. .. Plaintiff

Vs.

Prashand Relekar .. Defendants

Mr.P.M.Shah for the plaintiff

CORAM : S.U.KAMDAR, J
DATED : 31ST AUGUST, 2005

P.C.:

. The present suit is filed for the recovery of sum of Rs.1,11,241/-. The claim arises out of the Car Finance Agreement executed by and between the plaintiffs and the defendant which is at Ex.A to the plaint. The amount due and payable under the said agreement is the liquidated sum. The plaintiffs have taken back the possession of the car and after adjusting the amount received of Rs.2,40,000/- from the sale of a car the balance claim made in the suit is of Rs.1,11,241/-. Writ of Summons are served. Advocate has fled appearance on behalf of the defendant. Summons for

Judgment has been taken out. Summons for Judgment was served. In view of the fact that inspite of service of summons for judgment nobody was appearing. Accordingly I directed to the advocate for the plaintiffs on 24.8.05 to give notice to the advocate for the defendant. However, inspite of notice, none appears for the defendants. In view of the aforesaid, Summons for Judgment is made absolute. Suit is decreed as prayed. Suit is accordingly disposed of. In view thereof, summons for judgment does not survive. The same is dismissed as infructuous. Refund of Court Fee as per rules. No order as to costs.